

Oelwein

Teamsters #238 (Police)

7/1/2005 6/30/2008

AGREEMENT  
BETWEEN  
THE CITY OF OELWEIN

and

CHAUFFEURS, TEAMSTERS AND HELPERS  
LOCAL UNION NO. 238

Effective July 1, 2005 to June 30, 2008

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## PREAMBLE

THIS AGREEMENT is executed by the City of Oelwein, hereinafter called "Employer", and Chauffeurs, Teamsters and Helpers Local Union No. 238, hereinafter called "Union".

## **ARTICLE 1**

### RECOGNITION

Section 1. The Employer recognizes the union as the sole and exclusive bargaining representative for those employees of the City of Oelwein in the following bargaining unit pursuant to the Order of Certification dated January 28, 2003, in PERB Case No. 6563, to-wit:

Included: All paid, full-time policemen, sergeants, and dispatchers of the Oelwein Police Department.

Excluded: Chief of Police and Captain and all others excluded by Section 4 of the Act,

and the parties further agree that those employees added or deleted to the bargaining unit by the Public Employment Relations Board during the effective period of this Agreement, shall be recognized thereafter as included or not included within the bargaining unit, as the case may be, pursuant to the Board's certification.

## **ARTICLE 2**

### INTENT AND PURPOSE

Section 1. The Employer, the Union, and the employees recognize and declare the necessity of providing the most efficient and highest quality services for the citizens and taxpayers of the City of Oelwein.

Section 2. The Employer, the Union, and the employees further recognize and declare their mutual desire to promote harmonious and cooperative relationships among the parties to this Agreement, and to assure the effective and efficient operation of the City of Oelwein and of the Oelwein Police Department.

## ARTICLE 3

### DEFINITIONS

Section 1. ACT means the Iowa Public Employment Relations act as it may be amended from time to time.

Section 2. ANNIVERSARY DATE means the anniversary of the calendar date of the employee's last date of hire.

Section 3. BARGAINING UNIT means the bargaining unit certified by PERB and defined in Article 1.

Section 4. COUNCIL means the members of the City Council of the City.

Section 5. CITY means the City of Oelwein, Iowa.

Section 6. PERB means the Iowa Public Employment Relations Board.

Section 7. A REGULAR EMPLOYEE means an employee other than a temporary or part-time employee, who has completed the probationary period.

Section 8. A PROBATIONARY EMPLOYEE, for communication officers and clerk, means an employee who has not successfully completed a probationary period of twelve (12) months. In the case of police patrol officers, if the employee has successfully completed training at the Iowa Law Enforcement Academy or other training facility certified by the Director of the Iowa Law Enforcement Academy before the initial appointment as a police patrol officer, the probationary period shall be for a period of nine (9) months and shall commence with the date of initial appointment as a police patrol officer. If the employee has not successfully completed training at the Iowa Law Enforcement Academy or another training facility certified by the Director of the Iowa Law Enforcement Academy before initial appointment as a police patrol officer, the probationary period shall commence with the date of initial employment as a police patrol officer and shall continue for a period of nine (9) months following the date of successfully completion of training at the Iowa Law Enforcement Academy or another training facility certified by the Director of the Iowa Law Enforcement Academy. A police patrol officer transferring employment from one jurisdiction to another shall be employed subject to a probationary period of nine (9) months. During the probationary period, such employee may be removed or discharged from such position, without cause or right to grievance.

Section 9. A PART-TIME EMPLOYEE means any person employed by the Employer on a continuing part-time basis, i.e., working less than forty (40) hours per week.

Section 10. A TEMPORARY EMPLOYEE means any person employed by the Employer on a full-time or part-time basis for a particular purpose not anticipated by the Employer to extend for a period of more than four (4) months.

Section 11. Except where the context clearly indicates otherwise, the word "employee" when used in this Agreement shall be limited to mean "regular" employee.

Section 12. The word "Chief" when used hereunder includes the designated representative of the Chief of Police.

Section 13. "Adequate justification" shall mean proof of circumstances beyond the control of the employee reasonably excusing compliance with applicable terms of this Agreement.

## **ARTICLE 4**

### **DUES CHECKOFF**

Section 1. The Employer will make monthly deductions from each paycheck of each employee covered by this Agreement if the employee provides the Employer with a written authorization therefore. The deductions will be for monthly Union dues in the amounts certified in such authorizations. The Employer will remit such money to the Union not later than fifteen (15) days after the money has been withheld.

Section 2. Any authorization may be revoked by an employee at any time upon thirty (30) day's notice to the Employer and to the Union and shall automatically be cancelled upon termination of employment.

Section 3. The Union agrees to indemnify and hold the Employer harmless against any claim or liability arising out of the operation of this Article. Nothing herein shall be construed as an obligation on the part of the Employer for the payment of Union dues on behalf of the employee.

## **ARTICLE 5**

### **SENIORITY**

Section 1. Seniority is defined as an employee's length of service with the City from the employee's most recent date of hire. The employee shall not accrue seniority, nor shall

the employee lose seniority during an unpaid leave of absence. Seniority shall continue to accrue during paid leaves of absence.

Section 2. The seniority records for employees shall be maintained and posted by the Employer in January of each year and a copy thereof shall be given to the Union and to each employee at that time. Any protest as to the correctness of the most recent list must be made in writing to the Employer within thirty (30) days of receipt of this list.

Section 3. The seniority of an employee shall terminate if the employee quits for any reason; is discharged for cause; fails to report to work after notice of recall within the time limit set out in Article 10, Section 3, hereafter; is laid off for a period exceeding thirty-six (36) months or the employee's seniority, whichever is lesser; is absent from work for two (2) consecutive workdays without adequate justification or approval by the Employer; or fails without adequate justification to report to work on the next scheduled workday at the completion of a leave of absence or vacation.

## **ARTICLE 6**

### **PROCEDURES FOR STAFF REDUCTION**

Section 1. In the event the Employer determines that an employee must be laid off, the Employer shall lay off the employees so affected in the order of their seniority, retaining those employees with the most seniority.

Section 2. Such an employee to be laid off will be notified as soon as possible by certified mail, return receipt requested, sent to the employee's latest advised current address. An employee who is laid off shall advise the Employer of his or her current address during layoff. If the Employer desires to recall employees, such employees shall be recalled in the inverse order of layoff.

Section 3. An employee shall report to work within ten (10) calendar days after notice of recall is mailed, certified mail, return receipt requested, unless the notice of recall provides for a specific later effective date of recall, in which case the employee shall report on said effective date. No employee shall be discharged for failure to report upon the effective date of recall if adequate justification is shown.

## **ARTICLE 7**

### **JOB CLASSIFICATION AND TRANSFER PROCEDURES**

Section 1. If a policeman is requested to work in a higher rated job classification for a period exceeding twenty (20) working days, within a contract year, the employee shall receive at least the minimum hourly rate for the higher rated job classification effective on the twenty-first (21<sup>st</sup>) day that the employee so works, and shall be returned to the employee's regular rate of pay upon completion of the employee's temporary assignment.

Section 2. The Union agrees officers may be shifted from one classification to another following Civil Service procedures, however in the event of a temporary shift from one classification to another, the Employer agrees no employee's wages or hours shall be reduced as a result of reclassification except as provided specifically herein. In the event of an objection by an employee as to any reclassification, such objection shall be handled as a grievance in a manner provided by this Agreement. An officer may be asked to serve in a higher classification as part of an evaluation period for promotion. This evaluation period may not exceed forty-five (45) days and will be at the employees regular rate of pay.

Section 3. The Employer agrees that the hourly rate of no regular employee shall be reduced during the contract year, except as otherwise provided in this Agreement, nor shall such employee be reclassified because of the employee's physical or mental disability. The employee may also be returned to a lower classification if the employee is unable to perform the duties to the higher classification.

Section 4. The Chief of Police may deem it necessary to reclassify a civilian employee to another civilian job classification during times of employee shortages.

## **ARTICLE 8**

### **HOURS OF WORK**

Section 1. The Employer shall establish and post the hours of work for all employees which the Employer determines will best provide the service to be rendered to the public. The hours shall not be construed as a guarantee of hours nor days, nor of work scheduled.

Section 2. It is understood and agreed that the determination of the work schedules for all employees may be changed by the Employer from time to time to meet the Employer's requirements. It is also understood and agreed that the Employer shall have the right to extend or maintain the hours of work for any employee, and the employee shall be required to work at times as scheduled by the Employer.



Section 3. The normal work schedule for a full-time communication operator shall consist of a forty hour week, eight hour day, on an average. Working more hours than forty hours per week will be considered overtime. The Chief of Police shall devise a work schedule for a full-time operator which may be changed to fill any work schedule. Any hours worked in addition to the normal workday shall be paid at the overtime rate, except if caused by the trading of shifts.

Section 4. The normal work schedule for police officers consists of a forty (40) hour week with rotating days off. Shifts shall be picked by seniority according to rank. The Chief of Police shall retain the authority to reassign an employee based on performance.

Any hours worked, in addition to the normal workday shall be paid at the overtime rate.

Section 5. An employee shall have one twenty (20) minute break during the first half of the working day and one twenty (20) minute break during the second half of the working day whenever possible. An employee shall have a thirty (30) minute meal break in the middle of the working shift whenever possible. The secretary shall be given 30 minutes off without pay approximately mid-shift for a lunch break.

Section 6. It is understood and agreed that the Employer may have to revise work schedules in order to adequately staff each shift and the Employer agrees to give the affected employee as much advance notice as possible of a change in the employee's schedule of hours to be worked. The Employer shall give the Union as much advance notice as possible of any major change in work schedules.

Section 7. Employees shall have the right to trade shifts or days when it does not interfere with the operation of the Employer, subject to the approval of the Chief. Employees may trade shifts or days with the approval of the Chief when, in the Chief's opinion, it does not interfere with the operations of the Employer or lead to overtime.

## **ARTICLE 9**

### **OVERTIME**

#### **Section 1. Overtime**

- A. Overtime shall be defined as any time the Employer shall direct the employee to work in excess of the employee's normal workday. Overtime must be authorized or approved in advance by the Employer.
- B. Compensation shall not be paid twice for the same hours, nor shall there be any pyramiding of overtime.

- C. Employees shall be required to work such overtime as the Employer requires. Overtime shall not be used as a disciplinary tool, either to punish employees or to reward employees.
- D. The Employer will post a current overtime list showing the number of overtime hours worked by each employee. The opportunity for overtime hours shall be divided among the employees in accordance with the following:
- 1) Overtime shall be made available to the employees on the basis of seniority within a particular job classification. For purposes of this Section, seniority shall be based on the number of overtime hours worked, with the employee having the greatest number of overtime hours worked being deemed to have the least amount of seniority. The amount of overtime worked by each employee shall be noted on the overtime list. The employee with the most seniority, i.e. the least amount of overtime worked, shall be first offered the overtime and the offer thereafter shall be made in order of declining seniority.
  - 2) In the event that staff do not respond affirmatively to a request for them to work overtime the following may then take effect:  
  
The Chief, or his designated ranking officer, shall appoint an officer from the present shift to continue working the first one half (1/2) of the open shift. He shall also appoint an officer to report to work the second one half (1/2) of the open shift prior to his regular scheduled shift. Officers shall alternate being called in for overtime in the event that the officer calling in sick shall be gone for more than one (1) day.
  - 3) When an employee is required to work greater than fifteen (15) consecutive hours, the individual will be given at least eight (8) hours off before being required to report to work, except in the case of an emergency.
- E. Overtime may be paid either in salary, or with the approval of the Chief, in compensatory time off. An employee shall not accumulate more than forty (40) hours of compensatory time. It is the policy of the Employer to require that compensatory time be used as soon as reasonably possible after it is earned. Accumulated compensatory time will be paid out the last pay period of December and last pay period of June. A maximum of sixteen (16) hours for communication officers and secretary, and twenty (20) hours for police officer of accumulated compensatory time may be carried over beyond December 31. In no event shall

any accumulated compensatory time be carried over to the next contract year. Any compensatory time not carried over shall be paid on the employee's last pay period in June.

## Section 2. Call-Back Time

- A. An employee, including a probationary employee, who is called back to work by the Employer shall be paid a minimum of two (2) hours pay at the overtime rate, unless such call-back is two (2) hours or less prior to the employee's regular shift. The minimum does not apply when an employee is ordered to work beyond the employee's shift. If the employee is called back for any departmental or educational meeting, the employee shall receive a minimum of two (2) hours pay at the employee's regular straight time hourly rate of pay.

## Section 3. Court Time

- A. An employee, including a probationary employee, required to appear for Court outside of Oelwein during off duty hours, shall be paid for actual time spent with a minimum of two (2) hours pay at the overtime rate, unless the Court appearance and the beginning or end of an employee's scheduled workday shifts overlap. In that event the employee is paid for actual time spent. The employee shall also receive mileage. If required to appear for court within Oelwein the minimum is one (1) hour of overtime pay. A copy of the employee's claim with the Clerk of Court for appearance and mileage shall be filed with the Employer, and any sums paid by the Clerk of Court will reduce the Employer's obligation to the extent of payment received.
- B. Court time is payable whenever the employee is required to appear as a witness before any Court of administrative agency to present information gained in proximate connection with the employee's employment with the Employer.

## Section 4. Compensatory Time

- A. If the employee elects to take overtime by using compensatory time off, and if the Chief approves, the employee shall notify the Employer thereof prior to the time when the payroll for period when overtime was earned is prepared. The Employer shall keep a record of all compensatory time which an employee has earned, and has used, and the employee may request to see such record at any reasonable time.

- B. Compensatory time will be accrued in an amount directly comparable to the amount which the employee would have been paid. For example, if an employee is entitled to an hour of pay at the regular straight time rate, the employee will be credited with one (1) hour of compensatory time. If an employee is entitled to an hour of pay at the overtime rate, the employee will be credited with one and one-half (1 ½) hours of compensatory time.
- C. Compensatory time off will be granted at the time selected by the employee, so long as it does not conflict with the operation of the Employer. Compensatory time may be added to vacation time in order to extend vacation time, but only in the manner provided for in the scheduling of vacations.

## ARTICLE 10

### HOLIDAYS

Section 1. The following days are designated Holidays, to wit:

New Years Day	-January 1
Washington's Birthday	-February 22
Easter	-As observed
Memorial Day	-Fourth Monday in May
Independence Day	-July 4
Labor Day	-First Monday in September
Columbus Day	-October 12
Veterans Day	-November 11
Thanksgiving	-Fourth Thursday in November
Christmas	-December 25

Section 2. The holiday for employees shall begin at the start of what is classified as the first shift on the day of the holiday and end twenty-four (24) hours later.

Section 3. In order to be eligible for receiving holiday pay an employee must have been in the employ of the Employer for not less than thirty (30) calendar days, and unless excused, must report for work on the last scheduled workday before the holiday and on the first scheduled workday after the holiday. No employee who has been laid off, or discharged, or who is under suspension will be eligible for holiday pay.

Section 4. Eligible employees who are not scheduled to work on a holiday shall be granted an equal number of hours, of compensatory time off as prescribed by the schedule the employee is presently working. This comp time off shall be recorded separately and shall be used within six (6) months of the time when it is earned, provided that if the compensatory time is denied by the Employer during the six (6)

month period, and if the Employer refuses to extend the period for using compensatory time off, the employee shall be paid.

Section 5. An eligible employee who works on any of the holidays listed above during the holiday hours, as listed above, shall receive two (2) times the current hourly straight time rate of pay, for any hours actually worked.

Section 6. If a holiday occurs during an employee's vacation, the employee will receive their straight time rate of pay counted as vacation, and the employee shall be granted an equal number of compensatory hours off as prescribed by the schedule the employee is presently working.

## **ARTICLE 11**

### **VACATIONS**

Section 1. Subject to and in accordance with the provisions of this Article, paid vacation shall be earned by employees according to seniority pursuant to the following schedule:

After 1 year	40 Hours Vacation
After 2 years	80 Hours Vacation
After 7 years	120 Hours Vacation
After 17 years	160 Hours Vacation
After 20 years	200 Hours Vacation

Section 2. The purpose of a vacation is to enable the employee to enjoy periodic rest from the employee's regular job so that the employee may return to work refreshed. The vacation year will be according to the individual employee's anniversary date. Accordingly:

A. All vacations earned must be taken by the employee prior to the employee's next anniversary date, except that the Chief may allow an employee to carry over one (1) or more days because of extenuating circumstances, such as, but not limited to illness.

B. No employee shall be entitled to vacation pay in lieu of vacation, except as set out below.

C. An employee who terminates employment, voluntarily or involuntarily, shall receive any vacation earned, for the year or years prior to the employee's last anniversary date and not previously taken; and an employee who voluntarily terminates giving two (2) weeks prior notice to the Employer, dies or retires, shall receive any vacation which would have been accrued during the employee's current anniversary year.

D. Vacation time may be taken in increments of one (1) day or more.

Section 3. An employee shall set the employee's vacation day by November 1<sup>st</sup> of the previous calendar year when the vacation is to be taken. The initial selection shall be based on an employee's seniority. Vacation dates may be changed after November 1<sup>st</sup>, but only if the new date does not conflict with another employee's selected vacation dates. Employees who bid vacation prior to November 1<sup>st</sup> will be advised of approval or denial by December 1<sup>st</sup>.

Section 4. So far as possible, each vacation will be granted at the time selected by the employee as long as it does not conflict with the operation of the Employer.

Section 5. Vacations may be cancelled by the City in cases of natural disaster, or lack of personnel to efficiently operate the department.

## **ARTICLE 12**

### **LEAVES OF ABSENCE**

#### **Section 1. Sick Leave**

A. The City provides sick leave as a form of insurance. It is based upon length of service and is subject to the following provisions.

B. Sick leave may be used for personal illness or injury rendering the employee unable to perform his or her usual occupational duties, subject to the provisions set out hereinafter.

C. An employee may use up to two (2) shifts sick leave per contract year for an emergency illness in the employee's immediate family, if prior notice to the Chief is given. Immediate family includes spouse, children, or any permanent member of the employee's immediate household.

D. An employee shall earn twelve (12) hours of sick leave per month and shall have the right to accumulate unused sick leave up to a maximum of 1,040 hours. Sick leave accumulated prior to the effective date of this contract will be credited toward the maximum accumulation.

E. After two (2) shifts absence using sick leave, the Employer reserves the right to require a physician's signature when the employee returns to work.

F. To be eligible for sick leave payment, an employee shall notify the Employer as soon as possible but in any event prior to the employee's workday. This notice shall be waived if there was adequate justification for the employee's failure to notify the Employer.

G. An employee who uses no sick leave January 1 through June 30, and/or from July 1 through December 31 shall be granted one (1) additional 8 or 10 hour day off as prescribed by the schedule the employee is presently working in the following six (6) months. In the event the department follows the 1990-1992 schedule the time off shall be eight (8) hours.

H. Sick leave may be used to the extent it is available as follows: In any period for which an employee is receiving worker compensation benefits, the Employer shall pay to such employee the amount by which such weekly compensation is exceeded by the amount which such employee would have been entitled to receive as net pay for the same period under this contract, if the employee had been working a regular schedule. During the statutory waiting period an employee, including a probationary employee, shall receive sick leave to the extent it is available. Any amounts paid to an employee under this section shall be chargeable against the employee's sick leave.

Any compensation paid to an employee as a result of temporary disability in the line of duty shall not reduce the employee's accumulated sick leave.

I. Sick leave benefits will be paid at the employee's regular straight time rate within the employee's regular job classification.

J. A holiday for which an employee is entitled to holiday pay shall be paid as a day of sick leave.

K. An employee who becomes ill while on duty and is unable to continue the tour of duty for that day shall be credited with the number of hours worked and shall be charged for the hours of sick leave taken.

L. An employee may use vacation time after all accumulated sick time is used. After all time is used, the employee shall be placed on light duty, if possible, until able to return to regular work.

M. Sick leave will accumulate during the probationary period, but the new employee shall not receive sick pay until the completion of 90 days of employment.

N. When an employee is terminated from employment or self terminates his/her employment from the City of Oelwein, there shall be no use of sick days for the last 30 days of employment, with exception. Exceptions would include: serious illness, personal injury not job related or hospitalization. The Chief of Police may determine and have discretion to allow or disallow any other sick time off with or without pay.

## Section 2. Funeral Leave

A. An employee will be granted up to three (3) shifts funeral leave, with the approval of the Chief, to arrange and attend the funeral of the employee's spouse, children or stepchildren, children's spouse, parents or stepparents, mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, grandparents, grandchildren or permanent member of the immediate household. Any such leave shall be for scheduled workdays for that employee only, which fall within the period commencing with the death and extending through the day of the funeral.

B. The above leave with pay is intended to cover travel but in special cases involving unusual travel the Employer agrees to grant additional leave without pay for not to exceed two (2) shifts.

C. An employee is allowed to use one (1) 8 or 10 hour day as prescribed by the schedule the employee is presently working of sick leave to act as a pallbearer.

## Section 3. Leave of Absence Without Pay

A. A leave of absence without pay is a predetermined amount of time off from work for whatever purpose, which has been requested by the employee, recommended by the Chief and approved in writing by the Employer. The employee will be given a copy of the authorization. No leave of absence is granted as a matter of right.



B. Upon termination of any such leave of absence the employee shall return to work in the same step or capacity as when the employee left, provided that during such period no employee shall earn sick, vacation or other leave.

C. In the event an employee fails to return to work at the end of any such leave, without adequate justification, the employee shall be deemed to have voluntarily resigned on the last day of work prior to such leave.

D. During a leave of absence without pay the employee;

- (1) Must pay group hospital premiums falling due during any month the employee is not on the payroll.
- (2) Must pay premiums for coverage under any group life insurance plan; and
- (3) Shall not receive any other job benefits during the period of the absence.

The Employer may make exceptions to any of the above conditions (A-C) for leaves not exceeding six (6) working days.

E. If the leave of absence is medically related, such as but not limited to pregnancy, the employee must give the Employer a written statement from the employee's doctor verifying that the employee is unable to work, and stating when the employee may return to work. The City and Union will comply with the provisions of the Family and Medical Leave Act of 1993.

#### Section 4. Jury Duty

A. Any full-time employee selected for jury duty shall receive a paid leave of absence for the time spent on such duty. Said employee shall receive the regular straight time pay and shall turn over to the Employer the pay earned from such jury service but the employee shall be allowed to keep any allowance for mileage.

B. An employee who is summoned for jury duty but is not selected, or any employee who is released from jury duty within an hour or more remaining on the employee's shift shall return to work immediately.

C. An employee who is called for jury duty shall promptly notify the Chief.

### Section 5. Voting Leave

Any employee required to work for all of the hours during which the polls are open on an election day shall be given sufficient time off to vote.

### Section 6. Personal Days

Communication operators will be granted three (3) days (24 hours) personal leave with pay each year. Employees working the four, 10 hour days per week schedule will be granted 30 hours personal leave with pay each year. Employees not working the 4x10 schedule will be granted 24 hours personal leave with pay each year. Personal leave is subject to prior approval of the Chief. No personal days may be taken during the first 90 days of employment.

Personal days off will be granted so far as possible at the time selected by the employee as long as it does not conflict with the operation of the employer. Following ninety (90) days of employment no more than one day per quarter may be taken during the first year of employment.

## **ARTICLE 13**

### **GRIEVANCE PROCEDURES**

#### Section 1. Definition – General Rules:

A. The word "Grievance" wherever used in this Agreement shall mean any difference between the Employer and the Union or any employee with regard to the interpretation, application, or violation of any of the express terms and provisions of this Agreement.

B. If a grievance is not presented or appealed within the time limitations as hereafter provided, the grievance shall have no further validity or effect and will be considered to be abandoned.

C. For any employee covered by civil service the grievance procedures set forth in this Article shall not be available for determination of removal, suspension or demotion.

#### Section 2. Procedures

A grievance that may arise shall be processed and settled in the following manner:

A. Step 1 – The grievance shall be discussed informally between the employee and the Union and the employee's immediate supervisor within five (5) calendar days after the occurrence of the event giving rise to the grievance. The

supervisor shall either adjust the grievance or deliver his oral answer to the aggrieved employee and the Union within five (5) calendar days after such discussion. The failure of the supervisor to reply within said five (5) calendar days period shall be deemed a denial of the grievance.

B. Step 2 – If such grievance is not settled in Step 1, the aggrieved employee or Union may appeal. The employee shall within five (5) calendar days following the completion of Step 1 present the grievance in writing to the Chief. The grievance shall contain a statement from the employee or Union specifying what relief or remedy is desired. The Chief shall investigate the grievance and issue a decision in writing thereon within a period of five (5) calendar days. The failure of the Chief to issue a written decision within said five (5) calendar days shall be deemed a denial of the grievance.

C. Step 3 – If such grievance is not settled in Step 2, the aggrieved employee or Union may appeal. The employee or Union shall within five (5) calendar days following completion of Step 2, present the grievance in writing to the City Administrator together with a copy of the grievance filed with the Chief. The City Administrator shall issue a written decision within a period of five (5) calendar days. Failure to do so shall be deemed a denial of the grievance.

D. Step 4 – If the grievance is not settled in Step 3, the aggrieved employee or Union may appeal to arbitration. The employee or Union shall request arbitration by written notice to the City Council within five (5) calendar days after the completion of Step 3. The written notice shall be signed by the employee or Union and shall specify the relief or remedy desired and the section of this Agreement which is to be interpreted or considered by the arbitrator.

When a timely request has been made for arbitration, a representative of the Employer and a representative of the employee shall select a mutually agreeable arbitrator to hear and determine the grievance. If the parties are unable to agree upon the selection of an arbitrator within ten (10) calendar days of the Employer's receipt of the arbitration notice, the Union may request the Public Employment Relations Board to submit a panel of five (5) arbitrators. When the panel is received, the parties shall determine by lot the order of elimination and thereafter shall alternately strike a name from the list, and the person finally remaining shall act as arbitrator.

The arbitrator selected pursuant to the above provisions shall schedule a hearing on the grievance and, after hearing such evidence as the parties desire to present, shall render a written opinion. In no case shall any award included in the opinion be retroactive beyond the date on which the event occurred which gave rise to the grievance. The arbitrator shall have no authority to add to, subtract from, modify or amend any terms of this Agreement. The arbitrator shall have no authority to substitute his discretion for that of the Employer in any matter reserved expressly to the Employer by law or by the terms of this

Agreement. A decision of the arbitrator within the scope of his authority, shall be final and binding upon both the parties.

The Employer and the employee or Union will share equally any joint cost of the arbitration procedure, such as fees and expenses of the arbitration and other incidental and necessary expenses involved. Any other expenses shall be paid by the party incurring them.

The arbitrator shall not have the power or authority to accept or decide any grievance determining the removal, suspension or demotion of a civil service employee.

### Section 3. Representation

Whenever an individual employee has a grievance as set out above, the employee is entitled to be represented by the Union if the employee chooses; or the Union may proceed on its own.

## **ARTICLE 14**

### INSURANCE

#### Section 1. Hospital and Medical

A. The employer shall maintain for each employee, a hospital and medical care insurance Plan #U24QPT with Blue Cross/Blue Shield.

In the 2005-06 contract year deductible 200/400 out of pocket (OOP) 400/800

In the 2006-07 contract year deductible 250/500 OOP 500/1000

In the 2007-08 contract year deductible 250/500 OOP 750/1500

The drug card co-pay is not included in deductibles nor out of pocket expenses funded through a third party insurer.

B. Prior to any change in the policy, or to any change in the carrier, the Employer agrees to meet and confer with the Union. However, the final decision as to the carrier shall be made by the Employer and shall not be grievable. In the event the carrier or the policy is changed, the Employer agrees that there shall be no lapse in coverage between the policies.

C. Coverage of an employee will commence as set out in the policy, and an employee will be covered in accordance with and to the extent provided under the terms of the policy. In the event that the carrier or the policy is changed, the employer agrees that there shall be no lapse in coverage for current employees.

D. An employee, including a probationary employee, may elect to cover the employee's family members in accordance with and to the extent provided under the terms of the policy.

## Section 2. Life Insurance

Effective July 1, 2004, the Employer shall maintain a group term life insurance policy for each employee, in the amount of \$10,000.00 for each employee.

A. Coverage of an employee will commence as set out in the policy, and an employee will be covered in accordance with and to the extent provided under the terms of this policy. In the event that the carrier or the policy is changed, the Employer agrees that there shall be no lapse in coverage for current employees.

B. The City shall pay a sum equal to the employee's base salary for the preceding contract year to the employee's designated beneficiary, if the employee is killed in the line of duty. The City shall be subrogated to the extent of any payments made hereunder or any other party or parties who caused the death of the decedent to the heirs or representative of the decedent.

## Section 3. Payment of Premiums

A. The Employer agrees to pay the full monthly cost of insurance premiums through December 31, 1994. It is agreed the employees contribution will be frozen through June 30, 2008 at \$34.46 per month for single coverage and at \$85.36 per month for family coverage. In addition the employer will pay 90% of the increase and the employee will pay 10% of the increase in premiums between the 2007-2008 rate and subsequent rates.

# **ARTICLE 15**

## HEALTH AND SAFETY – VEHICLES, UNIFORMS AND EQUIPMENT

Section 1. The Employer agrees to continue to make reasonable provisions for the health and safety of its employees during the hours of employment.

Section 2. The Union and the employees will extend their complete cooperation to the Employer in maintaining Employer policies, rules and regulations as to health and safety, and in assisting the Employer in fulfilling state and federal requirements relating thereto.

Section 3. All motor vehicles and other equipment furnished by the Employer shall be maintained by the Employer in good working condition and in accordance with reasonable safety standards.

Section 4. Any employee operating a motor vehicle shall immediately report any defect in said vehicle, or the absence of any equipment or supplies in said vehicle, to the Employer, and any employee using other equipment furnished by the Employer shall immediately report any defect therein to the Employer. No employee shall be required to operate any vehicle, appliance or tool that is not in safe operating condition or is not equipped with the safety devices prescribed by applicable law.

Section 5. The Employer shall furnish to the employee any item needed in the line of duty, such as uniforms and related equipment, such as shirts, pants, footwear as approved by the Chief of police, ties, coats, gloves, rainwear, leather gear, collar bars, name bars and all related items. The Employer shall determine whether an employee needs any of these items. The Employers expenditure per contract year for any one officer shall be limited to \$450.00. A uniform allowance for any one communication operator shall be limited to \$100.00 per year. The following items are excluded from that total, but will be provided by the employer: body armor, hats, equipment for a new hire employee, and equipment damaged or destroyed in the line of duty.

Section 6. The Employer shall pay that portion of cost attributable to the safety aspect of prescription safety glasses.

Section 7. The Employer agrees to reimburse the employee for damages to the employee's personal property incurred in the line of duty. This section, however, is limited to the employee's personal property required to be carried or worn on duty such as, but not limited to, glasses or a watch. It does not include jewelry or other items which the employee may wish to wear but is not required to do so. Watch damages will not exceed thirty-five dollars (\$35.00). The employee shall be reimbursed after the employee notifies the Chief in writing of the time, place and circumstances of the damage and presents a receipt showing the amount of damages.

Section 8. The City of Oelwein and the Oelwein Police Department may conduct a physical fitness examination twice annually. Participation by all police officers shall be mandatory. The examination shall be set forth in the department policy manual.

Officers who obtain a good or excellent score in all four areas of sit-and-reach, push-ups, sit-ups, and ¼ -mile run shall be granted one-half (1/2) personal eight-(8-) or ten-(10-) hour day off as prescribed by the schedule the employee is presently working. Officers who obtain an excellent score in all four areas of sit-and-reach, push-ups, sit-ups, and ¼-mile run shall be granted one (1) personal eight (8) or ten (10) hour day off as prescribed by the schedule the employee is presently working. In the event the

department follows the 1990-1992 schedule, the time off shall be eight (8) hours. The scoring procedure shall be set forth by the departmental policy. Scoring shall be determined by the age and sex of the participant. Fitness levels shall range as follows: very poor, poor, average, good, very good, excellent and superior.

Officers who obtain a less than average classification shall be disciplined by the Chief of Police.

## **ARTICLE 16**

### **SUPPLEMENTAL PAY**

#### **Section 1. Longevity**

A. Longevity pay shall be paid to the employees who have worked for the Employer for stated periods of time as computed in the manner of seniority, and shall accrue upon the employee's applicable anniversary date as follows, to wit:

<u>Required Period Completed</u>	<u>Amount Per Month</u>
3 years	\$25.00
5 years	40.00
10 years	50.00
15 years	67.50
20 years	80.00
25 years	90.00
30 years	100.00 effective July 1, 2007

B. The above sum will be added to each paycheck of an affected employee to the extent of an amount proportionate to the given number of paychecks issued to such employee in any given month.

## **ARTICLE 17**

### **WAGES**

Section 1. The regular rates of pay for each classification of employees is set out in Appendix A, which is attached hereto and by this reference made a part hereof.

Section 2. Any employee whose pay is in dispute, or the employee's representative, shall have the right to examine the time sheets and other records pertaining to the computation of pay of that employee at reasonable times.

Section 3. All employees shall be paid every two weeks on Fridays.

## **ARTICLE 18**

### **SHIFT DIFFERENTIAL**

Section 1. An Officer or Sergeant shall be entitled to receive a shift differential compensation of twenty cents (\$0.20) per hour for duty performed between the hours of 6:00 P.M. and 8:00 A.M.

A communication operator shall be entitled to receive a shift differential compensation of twenty cents (\$0.20) per hour for duty performed by the employee on the second and third shifts.

Section 2. Compensation due an employee shall first be determined without reference to the shift differential, irrespective of whether these amounts due are due to regular duty time or overtime. Thereafter, an additional amount per hour worked shall be added, as indicated, for hours worked during the shifts as provided above.

## **ARTICLE 19**

### **MISCELLANEOUS**

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Section 1. Personnel records shall be maintained by the office of the City Administrator on each employee. A report of the employee's sick leave and vacation standing shall be made to them two (2) times a year. All step increases shall be based on seniority and raises shall be recorded as to their effective date with hourly rate calculated and recorded in the employee's personnel file.

Section 2. Any employee who separates from service during the term hereof, shall be paid all accrued cash benefits provided for in this Agreement, including salary, overtime, holiday pay, shift differential, including unused personal days and unused earned vacation at the time of separation. Payment by the Employer of the amounts due the employee shall be conditioned upon the employee's return of all property in his possession, and the Employer shall make deductions for any obligations owed by the employee to the Employer.



## ARTICLE 20

### GENERAL CONDITIONS

Section 1. This Agreement shall be construed under the laws of the State of Iowa. Whenever the context of this Agreement permits, the masculine gender includes the feminine, the singular number includes the plural, and the reference of any party includes its agents, officials and employees.

Section 2. In the event any provision of this Agreement is held invalid by any Court of competent jurisdiction, the said provision shall be considered separable and its invalidity shall not in any way affect the remaining provisions of this Agreement.

Section 3. This Agreement constitutes the entire agreement between the parties. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the right and opportunity to make proposals with respect to any subject or matter not removed by law from the area of bargaining, and that the understandings and agreements reached are set forth in this Agreement. Therefore, the City and the Union for the life of this Agreement each agrees that the other shall not be obligated to bargain collectively with respect to any subject covered in this Agreement, or with respect any subject or matter not referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

Section 4. Any agreement between the Employer and the Union to amend or modify any term or provision of this Agreement shall be in writing, shall be ratified in the same manner as this Agreement, and shall not become effective until ratified by each.

Section 5. The Employer shall not enter into an agreement with any individual employee which is in conflict with the terms and provisions of this Agreement.

Section 6. In the event that any date for which any action must be taken or notice must be given falls on a Saturday, Sunday, or legal holiday, said date shall be deemed to be the next following day which is neither a Saturday, Sunday or legal holiday. For any date so determined the time within which to take the prescribed action shall be deemed to exist for the entire date of that date.

## Section 7. Written Notices

A. All written notices required to be given by this Agreement shall be completed by presentation of the notice to the person designated by this agreement to be the person who must receive such notice, and if such person is not available such notice shall be presented to the superior of such person. Service upon the City Council shall be accomplished by presentation of notice to the City Clerk.

B. Any person receiving written notice as set out above shall acknowledge receipt with his or her signature, shall indicate thereon the date of receipt, and shall return to the person conveying the notice a copy of the written notice so signed and dated.

Section 8. The City of Oelwein may test any member(s) of the Oelwein Police Department, sworn and civilian, to determine the concentration of drugs or alcohol in their body. The testing would be done at the City of Oelwein expense. The City of Oelwein shall not request a random drug or alcohol testing more than once per quarter.

## **ARTICLE 21**

### EFFECTIVE PERIOD


Section 1. This Agreement shall be effective July 1, 2005 thru June 30, 2008.

Section 2. This Agreement shall continue in effect from year to year thereafter unless one of the parties seeks a modification thereof. The party seeking modification shall cause a written notice to be served on the other party by September 15<sup>th</sup> of the year prior to the time when modification is desired.

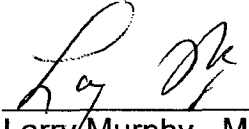
Signed this 10<sup>th</sup> day of June, 2005.

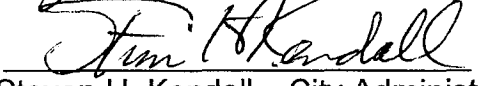
CHAUFFEURS, TEAMSTERS AND HELPERS CITY OF OELWEIN  
LOCAL UNION NO. 238

  
Jim Tuecke - Business Agent

  
Jess Paul - Steward

  
Gary Dunham - Secretary-Treasurer

  
Larry Murphy - Mayor

  
Steven H. Kendall - City Administrator

## APPENDIX A

### WAGE SCHEDULE 7/1/2005 TO 6/30/2006

	START	6 MONTHS	12 MONTHS	18 MONTHS	24 MONTHS
POLICEMEN	14.47 HR		15.85 HR	16.24 HR	16.61 HR
	\$30,097.60 YR	N/A	\$32,968.00	\$33,779.20	\$34,548.80
1/12 – yr	\$2,508.13		\$2,747.33	\$2,814.93	\$2,879.07
SERGEANTS	17.13 HR		17.39 HR		17.66 HR
	\$35,630.40 YR	N/A	\$36,171.20	N/A	\$36,732.80
1/12 – yr	\$2,696.20		\$3,014.27		\$3,061.07
COMMUNICATION	10.13 HR	10.88 HR	11.42	11.97	12.34
	\$21,070.40 YR	\$22,630.40	\$23,753.60	\$24,897.60	\$26,667.20
1/12 – yr	\$1,755.87	\$1,885.87	\$1,979.47	\$2,074.80	\$2,138.93
SECRETARY	8.72 HR	9.26	9.80	10.34	11.10
	\$18,137.60 YR	\$19,260.80	\$20,384.00	\$21,507.20	\$23,088.00
1/12 - yr	\$1,511.47	\$1,605.07	\$1,698.67	\$1,792.27	\$1,924.00

### WAGE SCHEDULE 7/1/2006 TO 6/30/2007

	START	6 MONTHS	12 MONTHS	18 MONTHS	24 MONTHS
POLICEMEN	15.01 HR		16.44 HR	16.85 HR	17.23 HR
	\$31,220.80 YR	N/A	\$34,195.20	\$35,048.00	\$35,838.40
1/12 – yr	\$2,601.73		\$2,849.60	\$2,920.67	\$2,986.53
SERGEANTS	17.77 HR		18.04 HR		18.32 HR
	\$36,961.60 YR	N/A	\$37,523.20	N/A	\$38,105.60
1/12 – yr	\$3,080.13		\$3,126.93		\$3,175.47
COMMUNICATION	10.59 HR	11.37 HR	11.93	12.51	12.90
	\$22,027.20 YR	\$23,649.60	\$24,814.40	\$26,020.80	\$26,832.00
1/12 – yr	\$1,835.60	\$1,970.80	\$2,067.87	\$2,168.40	\$2,236.00
SECRETARY	9.11 HR	9.68	10.24	10.81	11.60
	\$18,948.80 YR	\$20,134.40	\$21,299.20	\$22,484.80	\$24,128.00
1/12 - yr	\$1,579.07	\$1,677.87	\$1,774.93	\$1,873.73	\$2,010.67

# WAGE SCHEDULE 7/1/2007 TO 6/30/2008

	START	6 MONTHS	12 MONTHS	18 MONTHS	24 MONTHS
POLICEMEN	15.57 HR		17.06 HR	17.48 HR	17.88 HR
	\$32,385.60 YR	N/A	\$35,484.80	\$36,358.40	\$37,190.40
1/12 – yr	\$2,698.80		\$2,957.07	\$3,029.87	\$3,099.20
SERGEANTS	18.44 HR		18.72 HR		19.01 HR
	\$38,355.20 YR	N/A	\$38,937.60	N/A	\$39,540.80
1/12 – yr	\$3,196.27		\$3,244.80		\$3,295.07
COMMUNICATION	11.07 HR	11.88 HR	12.47	13.07	13.48
	\$23,025.60 YR	\$24,710.40	\$25,937.60	\$27,185.60	\$28,038.40
1/12 – yr	\$1,918.80	\$2,059.20	\$2,161.47	\$2,265.47	\$2,336.53
SECRETARY	9.52 HR	10.12	10.70	11.30	12.12
	\$19,801.60 YR	\$21,049.60	\$22,256.00	\$23,504.00	\$25,209.60
1/12 – yr	\$1,650.13	\$1,754.13	\$1,854.67	\$1,958.67	\$2,100.80

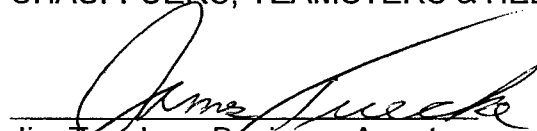
## APPENDIX A continued

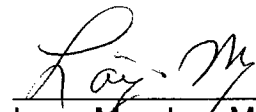
Candidates that are hired with an Associate Degree or Bachelor Degree in Criminal Justice field or have three or more years experience as a full time law enforcement officer and are already certified through the Iowa Law Enforcement Academy will receive the same salary as if they had worked for one year on the Department.

Signed this 10<sup>th</sup> day of June, 2005.

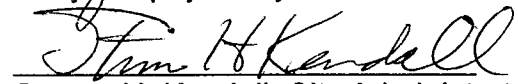
CHAUFFUERS, TEAMSTERS & HELPERS

CITY OF OELWEIN

  
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